

REQUEST FOR PROPOSALS

FOR

ADAMS COUNTY, MISSISSIPPI

SEVERE WEATHER DEBRIS REMOVAL AND DISPOSAL SERVICES



PROPOSAL DUE ON July 6, 2021 NO LATER THAN 10:00 A.M.

REQUEST FOR PROPOSALS FOR SEVERE WEATHER DEBRIS REMOVAL AND DISPOSAL SERVICES

INTRODUCTION AND GENERAL TERMS

Adams County, Mississippi has experienced damages due to a severe weather event in February 2021 resulting in widespread public services damage. The vegetation and other debris resulting from this devastating storm overwhelms the existing resources of the Adams County Board of Supervisors, (hereinafter "County"). Accordingly, the County is seeking a qualified Contractor (hereinafter "Contractor"), to perform the scope of work addressed in this Request for Proposals (RFP). All proposals must be properly certified by the entity bidding for the work and signed by an officer, director or owner that has authority to bind and commit the Contractor to perform said work and services. Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals **(6 copies of technical proposal. 1 copy of price proposal. 1 copy of additional documents)**, not later than Tuesday, July 6, 2021, at 10 am, to the Adams County Board of Supervisors, 314 State Street, Natchez, MS, 39120.

Offers by telephone, fax or email will not be accepted. Telephoned, faxed or emailed proposals shall be rejected as non-responsive regardless of whether the fax or email is received.

Point of contact for this proposal:

Frances Bell, Adams County's Purchasing Clerk: 601-445-7941 fbell@adamscountymiss.gov.

Contractor proposers are cautioned that they are responsible for the delivery of their proposal to the specific location cited above. Therefore, if the proposal is delivered by an express mail carrier or by any other means, it is the proposer's responsibility to ensure delivery to the above address. The County will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the proposer that the proposal timely reaches the County. The time and date for receipt of proposals will be scrupulously observed. Late deliveries or mail delays will be rejected as non-responsive regardless of the reason for delay.

Proposals should contain enough information for the Court to make an evaluation; however overly complex or excessive proposals will be a burden to the proposal scoring committee and should be avoided.

Top line notes for contractor response:

- **Proposals are Paper Based, due July 6, 2021**
- **Submission Format: 6 copies of technical proposal. 1 copy of price proposal. 1 copy of additional documents.**
- **MS Contractor License is required**
- **Performance Bond will be required prior to the start of operations.**
- **Contractor to provide debris sites**
- **Haul Out prices are to include tipping fees.**
- **RFP is for Immediate Work (Feb 2021 ice storm), Vegetative (including leaners/hangers). Work is scheduled to start the 2nd week of July; work to be completed by Oct 31, 2021.**
- **Estimated Debris Quantity: 40,000 CY ROW; 10,000 cuts**
- **Debris Site Ingress /Egress fortifications (e.g., rock, mats, etc.) to prevent damage to roads should be included in debris site costs**
- **No tracked equipment on roadways, unless written permission by county. Damage to the roadway caused by tracked equipment shall be repaired by the contractor.**
- **Forecast of the next day's need/count of monitors will be required by 5 pm the previous day.**

All costs of preparation of a response to this request for proposals are solely those of the proposers. The Board assumes no responsibility whatsoever for any such costs incurred by a proposer. The proposer also agrees that the Board bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process. The Board reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of Morgan County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within five (5) days after approval of the selection of the Board. The Board reserves the right to cancel this solicitation at any time prior to approval of the award by the Board. The Board reserves the right to request clarification of information submitted and to request additional information from any or all proposers.

This RFP may be used by other agencies under cooperative agreements.

PROPOSAL SUBMISSION:

1. PLEASE MARK THE OUTSIDE OF THE ENVELOPE OR FEDEX PACKAGE: **PROPOSAL FOR DEBRIS CLEANUP.**
2. Proposals are due not later than TUESDAY, July 6, 2021 at 10 am, to the Adams County Board of Supervisors, 314 State Street, Natchez, MS, 39120.

**SCOPE OF WORK FOR
DEBRIS REMOVAL
ADAMS COUNTY, MISSISSIPPI,
(HEREINAFTER "COUNTY")**

1.0 GENERAL

The purpose of this contract is to remove and dispose of all eligible debris from Adams County Rights-of-Way (ROW), as well as County owned property. Private Right- Access or Right of Entry (ROE) may become part of this project if the County, State, MEMA, or FEMA authorizes ROE and a determination is made that the need for this type of work is necessary as part of the recovery effort. Eligible stream work may become part of the contract, or may be procured separately depending on yet-determined factors (such as permitting, FEMA eligibility, etc.).

2.1 SERVICES

- 2.2** The Contractor shall provide for debris removal and disposal of all eligible debris from the County ROW or County owned property. The CONTRACTOR will secure and permit the Debris Reduction Site. The CONTRACTOR shall prepare, operate, and restore the Debris Reduction Site. The site will be approved by the appropriate Mississippi environmental division.

Restoration of the debris reduction site shall include blading and shaping to match existing conditions and shall include installation of permanent erosion control measures (grassing) to prevent siltation. The rate of application shall be consistent with the following table:

Description	Rates
Seeding (Bermudagrass)	20.0 lbs./Acre
Seeding (Bahia grass)	25.0 lbs./Acre
Combination Fertilizer (13-13-13)	1000 lbs./Acre
Vegetative Materials for Mulch	2 Tons/Acre

- 2.3** Vegetative debris shall be taken for reduction to the Debris Reduction Site. Reduction will be made by either compaction, burning, or chipping.

- 1) Any Debris reduced by burning shall have the burn residue or ashes remaining taken to a State approved Landfill, (hereinafter "Landfill"), for final disposal.

- 2.4** The Contractor should document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. In addition, all roadways along the haul routes shall be documented. A representative of the County shall be present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the County prior to beginning the work.

If this pre-cleanup documentation occurs, and damage happens to road/row that is part of the normal course of debris operations (e.g., heavy equipment may cause rutting in the ingress/egress of dump site) the County will be required to provide “pre”-photos as part of a FEMA project worksheet for reimbursement for road/row repair.

If this pre-cleanup documentation is not completed, the damage to roadways will be assumed to have been done by abnormal debris operations and will be the responsibility of the Contractor to repair. The Contractor may be responsible for damages determined to be attributed to have been caused by contractor vehicles.

- 2.5** Haul and Dispose. The work shall consist of clearing, separating, and removing any and all eligible debris (see definitions of eligible debris) from public property only, including ROW of streets and roads. Work shall include: 1) examining and sorting debris to determine whether or not debris is eligible; 2) loading and sorting the debris; 3) hauling the eligible debris to an approved Debris Reduction Site. Ineligible debris shall not be loaded, hauled, or dumped under this contract. The County shall be immediately notified of any ineligible debris placed at the right of way for collection.

- 2.6** The Contractor shall make **at least one pass** of all publicly maintained county roadways. If requested by the County, a second pass will be required. If a second pass is requested, there shall be at least **two weekends in between the first pass and the final pass** to allow for citizens to bring items to the ROW. Contractor shall make best efforts to communicate with the County (for broadcast to citizens) of approximate pass dates. The County will maintain a “hotspot” and citizen call in number. Hotspots should be addressed as soon as possible, regardless of pass schedule.

- 2.7** Debris collected must fall within the guidelines of the FEMA PA Guide FP-104-009-2(https://www.fema.gov/sites/default/files/2020-06/fema_public-assistance-program-and-policy-guide_v4_6-1-2020.pdf) Any eligible debris, such as fallen trees, which extend onto the public ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. **Hazardous limbs** are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Trees in the public ROW with a split trunk, broken canopy; or leaning at an angle greater than 30 degrees are considered eligible debris. Holes present as a result of uprooted trees in the public ROW shall be filled to ground level. The Contractor shall not enter onto private property during the performance of this contract, unless specifically authorized by the

County, in writing. Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. **The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County.** The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project.

- 2.8** The Contractor shall use equipment and perform work in a manner to prevent damages to the County's infrastructure facilities and adjacent ROWs, including all landscaped areas. **The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County.** All equipment shall be approved by the County prior to use via truck certification element of monitoring process. All loading equipment is required to operate from the street/road using buckets and /or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the Contractor.
- 2.9** The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state and local governments or agencies, or of any public utilities.
- 2.10** The County and governmental agencies reserve the right to inspect the site, verify quantities, and review operations at any time.

- 2.11** All work shall be accomplished in a safe manner in accordance with OSHA standards.

3.1 LOAD TICKETS

- 3.2** While it is preferred that an e-ticket system will be utilized for monitoring, should a manual system be used, load tickets shall be used for recording the cubic yard volume of debris removed for disposal. In the event that an e-ticket system is not utilized, the following process will be used regarding load tickets. A copy of the load ticket to be used by the Contractor shall be submitted for County approval prior to beginning work. The Contractor shall provide all load tickets to the County. The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four parts.

- 3.3** The e-ticket system, or if manual tickets are used, shall contain the following information:

-Ticket Number	-Debris Eligibility (Y/N)
-Contract Number	-Type of Debris
-Contractor Name	
-Date	
-Truck or Roll-off Number	
-Truck Capacity	
-Point of Debris Collection	
-Loading Departure Time	

- Dump Arrival Time
- Percent of Load
- Actual Debris Volume

In the event manual tickets are used, a minimum of four-part load ticket will be issued by a County monitor prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the entire four-part load ticket to the County monitor. The County monitor will verify the hauler and equipment and establish a percent of truck capacity of the eligible cubic yardage of debris load. After documenting the percentage, the County monitor will calculate the actual cubic yardage of the load. The actual cubic yardage will be recorded on the load ticket by the County monitor to the nearest cubic yard. The County monitor will document the data on the load ticket. The County monitor will give one copy to the vehicle operator. One copy is then given to the Contractor. The original will be kept by the County and the fourth will be provided to any other entity that may need a copy. The load tickets shall be submitted with the daily operational report.

4.1 DEBRIS CLASSIFICATION.

4.2 Eligible Debris. Eligible debris is considered all storm related debris which is located within the public right of way, and County owned properties, as defined below. It is further defined as **debris eligible for reimbursement under the FEMA Public Assistance Grant Program (FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) V4 (June 1, 2020)).**

4.3 Stumps. The removal and disposal of all stumps, when eligible for removal, may be paid on a cubic yard basis, regardless of size or whether or not the stumps require extraction by the Contractor. Stumps 6" or larger hauled separate from other debris shall be individually measured and converted to cubic yards using the FEMA standard conversion table by the County's representative. Uprooted stumps with an exposed root ball on improved public property or ROW, 24" or larger that create an immediate threat to life, public health, and safety, which have to be extracted by mechanical means, may be due additional pay as per the values listed on the Price Proposal Form. These incidents may be addressed on a case-by- case basis by the County after FEMA approval. Removal shall be accomplished by the most economical means. The extracted stump will then be measured and converted to cubic yards using the FEMA standard table by the County's representative.

4.4 Household Hazardous Waste (HHW). HHW is not intended to be part of this contract. If it is determined that Household Hazardous Waste has been commingled with other eligible debris, the Contractor will be required to construct an HHW containment area(s) or coordinate to establish a useable existing site in compliance with all applicable federal, state, and local laws, regulations, and guidelines. The material which is found to be classified as HHW shall be reported immediately to the County's representative. This material shall be segregated from the remaining debris using a method which will protect the remaining non-HHW containment area. HHW debris

will be taken by the Contractor to the Landfill for final disposal as set forth in paragraph 2.2 hereinabove.

4.5 Electronics. E-Waste is not intended to be part of this contract.

4.6 Vegetative Debris. Vegetative debris will first be collected and taken for reduction to temporary debris sites, which has been approved by the State environmental certifying agency. If burned, the burning shall be undertaken in compliance with all federal, state, and local laws, guidelines, and regulations. In addition, the Contractor shall maintain sufficient water trucks at the burn sites for security purposes. To avoid unnecessary stockpiling, the Contractor will burn on a daily basis an equivalent amount of vegetative debris that was brought to the burn site on the previous day. Once the burning is completed, the ashes and residue debris shall be taken to the Landfill for final disposal as set forth in paragraph 2.2 hereinabove. The burn site will thereafter be cleaned in compliance with Mississippi Department of Environmental Quality regulations and guidelines. The burn site shall be controlled so that the smoke does not create a vehicular and/or air traffic hazard or a nuisance condition. The burning processes will be monitored for strict compliance with Mississippi Department of Environmental Quality and federal regulations regarding eligibility for reimbursement costs.

4.7 White Goods. White Goods are not intended to be part of this contract.

5.1 PERFORMANCE SCHEDULE.

5.2 The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed, but the Contractor shall not commence performance until given notice to do so.

5.3 Prior to commencing debris removal operations, a Contractor shall, with the County's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7-day and 14-day projection. The plan shall be updated every Monday. Adams County is requiring that at least one debris removal crew be initially assigned to operate within each determined zone (currently 5 zones), and the crews shall continue to operate in each zone until such time that all debris associated with the "first pass" is collected in that zone, at which time the crew and resources may be assigned to operate in another zone within Adams County.

5.4 All activity associated with debris operations shall be performed between 30 min before sunrise and 30 min after sunset. in the affected areas. The contractor may work seven (7) days per week, including holidays.

5.5 Due to timeliness requirements for federal reimbursement, the county will receive less federal reimbursement if all debris work is not completed by six (6) months from the declaration date. Maximum allowable time for completion shall be ninety (90) calendar days unless the County initiates additions or deletions to the contract by written change orders.

5.6 Contractor shall have a minimum daily production rate of 1,000 cubic yards after reaching full production within 72 hours of notice to proceed. In the event that the daily production rate is less than 1,000 cubic yards per day, liquidated damages equal to daily monitoring costs and other costs incurred by lengthening the contract duration shall be assessed to the Contractor. Daily production rate may be changed with written agreement by Contractor and COUNTY.

6.1 EQUIPMENT.

6.2 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the County. The Contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** All hauling equipment shall be measured and marked for its load capacity. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The County, prior to use, may inspect all equipment.

- 6.3 Trucks and other heavy equipment designated for use under this contract shall be equipped with placards identifying it is working on the COUNTY's debris project.
- 6.4 Prior to commencing debris removal operations, the Contractor shall present to the County all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The County may, at any time, request that the trucks be re-measured. The Contractor shall notify the County each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.
- 6.5 Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. **The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Any "volunteer" or unpaid work in the jurisdiction of the COUNTY must be done with written approval of the County.** Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.
- 6.6 Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) as well as non—rubber-tired equipment must be approved by the County.
- 6.7 The Contractor's staff shall familiarize themselves with all bridge postings in the County and shall comply with the load posting signage in place while transporting debris.

7.1 REPORTING.

7.2 The Contractor shall submit a report to the County each morning for the previous day for the term of the contract. Each report shall contain, at a minimum, the following information:

- Number and types of Trucks in operation the previous day
- Daily and cumulative totals of debris removed, by category and by section of the county
- Estimate of total leaners, hangers, haul in and haul out, and Cumulative % of work complete.

Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than 5 pm the following day.

7.3 The contractor shall submit a morning report for the current day's operations. This report shall contain at a minimum

Number of trucks running that day Type of trucks (cut trucks, haul in trucks, haul out trucks) Locations or zones of trucks

8.1 OTHER CONSIDERATION.

8.2 The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

8.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors' or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional costs to the County.

8.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA standards.

8.5 The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.

8.6 The Contractor is responsible for dust control. The Contractor shall be in

compliance with all state and local laws for dust control.

- 8.7** The County may suspend Contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.8** The Contractor shall employ as many local residents and subcontractors as possible as part of this contract.
- 8.9** The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 8.10** The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 8.1** The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5) in so far as it may apply to this contract. The majority of work under this contract is expected to be performed under the FEMA Public Assistance program. FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) V4 (June 1, 2020) states Davis Bacon Act does not apply to the FEMA Public Assistance Program.
- 8.11** The Contractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 8.12** The Contractor shall permit access by the County and the government agencies including the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 8.13** The Contractor shall retain all required records for three years after the County or the relevant government agencies make final payments and all other pending matters are closed.
- 8.14** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 8.15** The Contractor shall comply with any other applicable federal, state or local regulations.
- 8.16** The Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 8.17** Contractor shall not subcontract with any parties listed on the government wide

Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."

- 8.18** Contractor shall certify that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Contractor shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Contractor shall require all subcontractors to submit these same certifications.
- 8.19** Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 8.20** Contractor shall plan for subcontractor participation per FEMA FP-104-009-2. Contractor shall conduct all necessary affirmative steps to ensure the use of disadvantaged, minority, and women's business enterprises, and labor surplus area firms when possible.

9.0 FINAL DISPOSITION.

The Contractor will be responsible for negotiating and paying all disposal/tipping fees. As set forth hereinabove in paragraph 2.2, the ashes and burned residue from the burn site and C&D debris will be taken to the Landfill for final disposal. Mulch haul out may be used as part of this contract; however, The County anticipates that reduced vegetative debris (aka chips or mulch) will be used by the county in public work projects and/or will be made available to citizens.

10.0 MEASUREMENT.

Measurement for all debris removed shall be as indicated on the FEE PROPOSAL SCHEDULE, which is appended hereto as Attachment 1. This is determined by the eligible debris delivered to the dumpsite, as supported and documented by the load tickets.

11.1 BONDING AND INSURANCE.

- 11.2** Prior to signing of contract, Contractor agrees to furnish the County with all applicable certificates of insurance. A bid bond in the amount of \$50,000 shall accompany the submission of the proposal. In addition, payment and performance bonds with each being equal to the bid or \$1,000,000.00, whichever is higher, are required within 24 hours of award of the contract. The Contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as, the aforementioned bonds and insurance. Contractor mobilization costs will not be paid if the Contractor is unable to obtain bonding.
- 11.3** The Contractor shall save and hold the County harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workers' compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.
- 11.4** Within 24 hours following signing of contract, Contractor shall provide copies of insurance policies including all endorsements.
- Commercial General Liability – in the amount of five million dollars (\$5,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting Contractor or shall be at least twice the required occurrence limit.
 - Comprehensive Automobile and Water Vehicle Liability – covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit / any auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
 - Worker's Compensation – Proposer shall provide a policy with employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the County. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice. Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.
 - Pollution and Remediation Liability with limits of not less than Five Million Dollars (\$5,000,000.00) annual aggregate / One Million Dollars (\$1,000,000.00) per occurrence, including the cost of defense during the term of the contract

and for a period of five (5) years following the completion thereof. Such coverage shall include, but not be limited to:

- Pollution Legal Liability – (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials, or other irritants, contaminants, pollutants, into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work).
- Remediation Legal Liability Expense – expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment, or neutralization of a condition arising from the discharge, dispersal release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis toxic chemicals, liquids or gases, hazardous materials, waste materials , or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local or Provincial laws, ordinances, regulations, or statutes, or any subsequent amendments thereof; and
- Transportation Legal Liability /Expense Pollution Legal Liability or Remediation Legal Liability / Expense arising out of the movement by the Contractor of product or waste to its final delivery point as specified in the resulting contract.
- Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the County on Commercial General Liability and Worker's Compensation insurance coverage. The ACORD Certificate of Liability Insurance, with endorsements, shall be completed by the authorized Agent and returned to the County.
- Loss Deductible Clause: The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor.
- The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be

liable.

- Conditions: Each insurance policy shall include the following conditions by endorsement to the policy:
 - Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverages or limits, a notice thereof shall be given to the County by a certified mail. Contractor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer, and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
 - Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums.

The term "Owner" and/or "County" shall include all Authorities, Boards, Bureaus, Commissions, Division, Departments and Offices of the County and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the County.

County shall be named as an additionally insured on all policies of insurance. The policy clause "Other insurance" shall not apply to any insurance coverage currently held by the County to any future coverage, or to the County's Self-Insured Retentions as, if any of whatever nature.

12.1 PAYMENT.

12.2 Work will be invoiced monthly. Invoice shall be based on reconciled load tickets from the daily operational reports. Payment will be based on the unit pricing submitted by the Contractor in the attached FEE PROPOSAL SCHEDULE.

12.3 Payment for reconciled invoices will be paid within 45 days after approval from the Board of Supervisors. Time is of the essence to the performance hereunder and the County shall recover from the Contractor any delay costs caused by the acts or omissions of the Contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.

12.4 For reasonable cause and/or when satisfactory progress has not been achieved by the Contractor during any period for which a payment is to be made, the County may retain a percentage of said payment, not to exceed 5% of the contract value to ensure performance of the contract. Said cause and progress shall be determined by the County, based on assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract

requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

12.5 The County may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

12.6 Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the County's authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the County's authorized agent including acceptable evidence of the satisfaction of all claims or liens.

13.0 CHANGES, ADDITIONS, DEDUCTIONS AND EXTRA WORK

Upon proper action by the County, the County's authorized agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be performed or any obligation incurred except upon written order by the County's authorized agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, under this contract, the County's authorized agent shall make an equitable adjustment and modify the contract in writing.

14.1 TERMINATION OF THE CONTRACT

14.2 This contract may be terminated at any time for the convenience of the County. The County agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract.

14.3 This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise if the Contractor fails to cure any other deficiency identified by the County's authorized agent within 24 hours of delivery of notice of said deficiency. The County retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to, any legal process necessary to obtain relief against any sureties securing this contract. Any reasonable attorney's fee incurred by the County in enforcing this contract will be paid by the Contractor. Jurisdiction for all legal proceedings shall be the courts of Adams County, Mississippi.

15.1 WARRANTIES AND REPRESENTATION

15.2 This contract is binding upon and inures to the benefit of the County or its assigns and is the whole agreement of the parties and governed by the Law of the State of Mississippi.

15.3 The Contractor shall comply with all federal, state, and local laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and federal law, is not now and has never been debarred from performing federal or state government contracts, and that all subcontractors used in the performance of this contract have the same qualification.

15.4 It shall be an affirmative duty of any proposing contractor to raise an objection to any term or item omitted or included in this RFP said contractor feels is a violation of federal or state law at least 48 hours prior to the submission deadline. Failure to raise such objection within the time allowed shall be deemed a waiver of said omission or inclusion by the contractor

16.1 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

16.2 When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

16.3 Corrective Actions. If deficiencies are identified, the County must take action to correct these deficiencies using one, or in some cases a combination of, the following:

Stop unsafe work. The County's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.

Issue a Stop Work Order. If the County's authorized agent determines the deficiency is serious, the County can issue a stop work order.

Reduced Value Deduction. The County may reduce the contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the County or another contractor rather than the Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods included in the Contract provision entitled "Inspection of Services."

The Contract may be terminated.

16.4 The County may discuss corrective actions with the Contractor to prevent future occurrences.

16.5 The County's authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned federal, state, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, the Contractor shall immediately inform the County's authorized agent of proposed corrective action and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the County's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

17.1 NOTICES

17.2 At the time of the award, the Contractor shall designate, in writing, a Contractor's Representative (CR) to receive any notice required hereunder and who shall be available at the local work site in the County, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the County's authorized agent at the time of award.

17.3 The County individual authorized to receive any notice required hereunder shall be the County's authorized representative. Said notice must be hand delivered during normal business hours to County's authorized representative.

18.0 OTHER CONTRACTS

The County reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

19.1 ATTACHMENTS

In addition to the Technical Proposal, the following attachments must be submitted:

- Attachment 1 Certification and Cost Proposal Form (must be signed)
- Attachment 2 Reference sheet
- Attachment 3 Subcontractors
- Attachment 4 200.321 Certification - Affirmative Steps
- Attachment 5 Conflict/Non-Conflict of Interest/Litigation Statement
- Attachment 6 Non-Debarment Certification
- Attachment 7 Drug-Free Workplace Affidavit
- Attachment 8 Anti-Lobbying Affidavit
- Attachment 9 Statement of Bonding Ability

20.0 PROPOSAL EVALUATION CRITERIA

Below are the criteria that will be used by the Board to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the Board to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the following:

CRITERIA	WEIGHTED %
Contractor's Experience / Past Performance / Individual Credentials of Contractor and Team (Years of experience; similar projects; experience in debris removal and disposal; use of minority and women-owned business; experience with FEMA/MEMA programs/coordination)	30
Proposal/Work Plan for Adams County (a general work plan as well specific plan and equipment available to be used for Adams County; availability of personnel	30

and equipment; time from notice to proceed to start of operations; communications with county; weekly work plan; ROW collection, leaner/hanger cuts, processing (mulch or burn) and haul out operations.		
Price		40
Total Score		100%

21.0 MINOR IRREGULARITIES

The evaluation committee reserves the right to waive minor irregularities.

Attachment 1 Certification and COST PROPOSAL FORM (3 pages)

Proposing Certification: I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the rates quoted in my Proposal. I agree that my Proposal will remain in effect for a period of up to one hundred eighty (180) days.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of Adams County or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Business Name	
Business Address	
Point of Contact NAME	
Office Phone	
Cell Phone	
email	
PRICE PROPOSAL (person certifying rate) Signature	
PRICE PROPOSAL PERSON NAME (person certifying rate)	
PRICE PROPOSAL PERSON's POSITION (person certifying rate)	

Price Proposal Fee Schedule DEBRIS REMOVAL AND DISPOSAL SERVICES

#	DESCRIPTION	UNIT	Proposed Cost per Unit	Estimated Qty	Extended Price (Proposed Cost *Est Qty)
1	Loading and Hauling of Eligible Vegetative Debris to Debris Reduction Site (Travel Distance 0.0 – 15.0 Miles)	CY		25,000	
2	Loading and Hauling of Eligible Vegetative Debris to Debris Reduction Site (Travel Distance 15.1 – 35.0 Miles)	CY		10,000	
3	Loading and Hauling of Eligible Vegetative Debris to Debris Reduction Site (Travel Distance 35.1 – 50.0 Miles)	CY		5,000	
4	Removal of Eligible Debris from Streams	CY		0	
5	Clearing & Preparation of each Debris Reduction Site	Lump Sum		2	
6	Operate Debris Reduction Site – Includes Segregation of Debris and Maintenance of Traffic within Site	CY		40,000	
7	Restoration and Closeout of each Debris Reduction Site	Lump Sum		2	
8	Reduction of Vegetative Debris at the Debris Reduction Site by Grinding/Chipping (County will determine grinding, burning or combo both)	CY		40,000	
9	Reduction of Vegetative Debris at the Debris Reduction Site by Burning (County will determine grinding, burning or combo both)	CY		40,000	
10	Loading, Haul and Final Disposal of Reduced Vegetative Debris (Wood Chips) from Debris Reduction Site (includes tipping fees)	CY		10,000	
11	Loading, Haul and Final Disposal of Reduced Vegetative Debris (Ash) from Debris Reduction Site to Landfill	CY		4,000	

12	Leaning/Hazardous Tree Removal, 6" – 12" (Cut and Drop)	EACH		2000	
13	Leaning/Hazardous Tree Removal, 13" – 23" (Cut and Drop)	EACH		2000	
14	Leaning/Hazardous Tree Removal, 24" - 36" (Cut and Drop)	EACH		1000	
15	Leaning/Hazardous Tree Removal, greater than 36" (Cut and Drop)	EACH		100	
16	Removal of Hanging Limbs (Hangers) (Per Tree) (Cut and Drop)	EACH		10,000	
17	Hazardous Stump Removal – 24" – 35"	EACH		20	
18	Hazardous Stump Removal – 36" – 48"	EACH		10	
19	Hazardous Stump Removal – Greater than 48"	EACH		5	
20	Supply & Place Backfill Material as Required for Stump Removal and Rut Replacement (anticipated that County crews will do this work)	CY		0	
	END OF LINE ITEMS				

Attachment 2 REFERENCES

Provide Three References for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Client References other than those appearing below may be checked as well. Additional sheet or alternate form may be used.

Client Name	Contact Name/Phone/Email	Description of Project

Attachment 3 SUBCONTRACTOR LIST

List any subcontractors here. Use an additional page or form if necessary.

Attachment 4 200.321 Affirmative Steps

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321

The COUNTY is required to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. If contractors use subcontractors, they are required to take the following affirmative steps:

- Placing qualified enterprises on solicitation lists
- Assuring that enterprises are solicited whenever they are potential sources
- Dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by enterprises
- Establishing delivery schedules, where the requirement permits, which encourage participation by enterprises
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

SIGNATURE

COMPANY NAME

DATE

Attachment 5 CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[☐] To the best of our knowledge the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[☐] The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

COMPANY NAME _____

AUTHORIZED SIGNATURE _____

NAME AND TITLE (PRINT OR TYPE) _____

Failure to check the appropriate blocks above may result in disqualification of your proposal.

**Attachment 6: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Neither the entity or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Signed

Date

Name of Authorized Representative

Title of Authorized Representative

Attachment 7: DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor hereby certifies that:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace. the business's policy of maintaining a drug-free workplace. any available drug counseling. rehabilitation. and employee assistance programs. and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the drug- free workplace statement.
4. In the statement specified in drug-free workplace statement, notify the employees that as a condition of working on the commodities or contractual services that are under bid the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to. any violation of any controlled substance law of the United States or any state. for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

SIGNATURE

Date

Company: _____

Position: _____

Attachment 8 CERTIFICATION REGARDING LOBBYING
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The undersigned certifies that, to the best of his or her knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
3. The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Attachment 9: Statement or Proof of Bonding Ability

Please provide proof of bonding ability on this or additional form (minimum of the total price proposal)